File No. 455
1885

Collection No. (1)

Mysore Residency

119

Pres. Serial Nos. 1 — 16

2 covers

Subject.

Contract for the wholesale vend of ganja and preparations thereof in the C & M Station of Bangalore

Previous References.

Later References.

F 27586
F 96/89

DCFP—8253&2—(G.1164)—28 8.29—14,500.

WHOLE FILE

Mrma

Letter No. 632/60 dated 5th February 1883 from the District Magistrate of the Civil and Military Station of Bangalore.

With the above letter, the District Magistrate submits the information called for in this office Cyo. No. 2299/1073 dated 17th January last.

2. Out of the several matters referred to in this letter, that which requires consideration without delay is the notice calling for tenders for the wholesale vend of Ganja which has to be published for the information of the public.

3. The draft notice submitted by Major Maltby does not differ in any material point from that issued for the town and District of Bangalore by the Mysore Government. As it is desirable that the notice for the Civil and Military Station of Bangalore

Dewan's Notification No. 35 dated 2d February 1883

should be in the same terms as that issued for the Town, the draft now submitted may, I think, be approved.

4. In para III of the conditions mentioned in the Notice, it is provided that the "minimum annual revenue "guaranteed shall be paid "by the contractor into the "Residents' Treasury at "Bangalore by equal "monthly instalments." At present, the revenues of the Civil and Military Station are not lodged in the Residents' Treasury, and no work relating to the C & M. Station is done in that Treasury — All that work is done at the Bangalore District Treasury under the orders of the Comptroller in Mysore. It is possible however for this work to be transferred to the Residents' Treasury in the course of the next three years, for which period the Ganja Contract will be

given. Under these circumstances it is my humble opinion that the words "Government Treasury may be substituted for the words "Residents" Treasury in the Notice now under consideration. The contractor will then ~~pay~~ make his payments into whichever Treasury happens to be the Government Treasury for the Civil and Military Station

5. With this single alteration, the Notice may, I think, be published in extenso in three issues of the Mysore Gazette in English and Kanarese. A short advertisement to the words as noted in the margin may be published in the chief local newspapers, viz, the Daily Post, the Bangalore Spectator and the Khasum-ul-Akhbar, in 3 issues— As the Gazette of India (Part II) is our official Gazette, the Notice may, I think, be sent for publication in one issue

Notice

Sealed tenders will be received at the Office of the Magistrate and Superintendent of Excise Revenue, Civil and Military Station of Bangalore at or before noon of the 10th March 1883, for the exclusive privilege of the wholesale vend of Ganja and preparations thereof in the said Station for three years, viz, from 1st April 1883 to 31st March 1886.

The terms and conditions of the contract will be found detailed in Part II of the Mysore Gazette.

of that Gazette —

6. A Memorandum on the other matters referred to in Major Maltby's letter will be submitted shortly after this file is received back in the office.

H.P. 14/2 L.A. 14/2/83

tenders for the Ganja
Contract as regards
the C. & M. Stations.

The Existing manage-
ment is to appears
still continue.

Inform Capt Maltby,
and re-submit
Memo and papers
on the other points
referred -

HDL
22/2

Drafted
CLL 23/2/83

Re submitted.
Will the Resident
please keep & file,
merely sending back
the drafts if approved.
HWS. 23/2

Office
Acknowledge receipt
& return file. Send draft
letter for the Resident
for signature
24/2 MB

Memo

When I sanctioned a
separate Contract for
sale of Ganja on the C.
& M. Stations I was under
the impression that
the Mysore Durbar ab-
rogated the charge.
There are indeed
several strong reasons
of convenience why
the existing practice
of the Durbar manag-
ing the entire Contract
should be continued,
and accordingly after
discussing the matter
with the Dewan I
have permitted the
Durbar to include

7. The first twelve paragraphs of Major Malthy's letter No. 632/60 dated 5th February 1883 refer to the ganja contract, and that matter has been disposed of as above.

8. Major Malthy has submitted for approval an amended copy of the form of license for the retail sale of ganja as devised in para 2 of the Resident's Pro. No. 2299/1073 dated 17th January last. But as the ganja contract will be given out by the Mysore Durbar, and as it appears from the Notification for tenders issued by the Dewan that the Deputy Commissioner of Bangalore will issue licenses for retail sale it does not appear necessary that the Resident should prescribe a form of license. No orders would therefore, I think, be passed on the amended form of

Memo submitted by Major Maltby

9. The next thing that requires consideration is Opium. On this subject, reference is respectfully invited to paras 9 & 10 of my Memo on Major Maltby's letter No 473/46 dated 2d December 1882 and the Resolutn orders thereon. With reference to those orders, Major Maltby reports that during the year 1881-82, the quantity of opium sold in the Civil & Military Stations was 1295 seers (1 seer = 24 tolas). During the first nine months of the year 1882-83, the quantity sold was 1380 seers. Major Maltby therefore calculates that * 2000 seers (equal nearly to 1 chest of 140 lbs) would be required annually for consumption in the C & M Station, and he suggests that the quantity

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~~be supplied there annually~~ be obtained in two equal half-yearly instalments. The above information was called for to enable the Resident to decide whether the opium required for consumption in the C & M Station may continue to be obtained from the Mysore supply or separately from Indore.

10/ After a great deal of correspondence with the Durbar, the quantity of opium to be supplied to Mysore was fixed at a maximum of 25 chests per year with the sanction of the Government of India. This quantity includes the requirements of the Civil & Military Station. This being the case, and the quantity required for the C & M Station being only one chest, I do not think it is worth while

applying separately to
Indore for this small quantity.
It will be sufficient if
arrangements be entered
into with the Durbar for
the supply of the ~~necessary~~ requisite
quantity of opium to ~~the~~
Major Maltby on account
of the C & M. Station.
But it does not appear what
advantage is to be gained
by transferring a small
stock of opium to Major
Maltby, to be lodged
by him in the Residents'
Treasury and thence
issued to the licensed
vendors. The present
arrangement, under
which opium is kept
in the District Treasury
and issued thence to
the licensed vendors
of the C & M Station,
has I believe been working
satisfactorily. The transfer
to the Residents' Treasury

will only, I believe, cause some extra expenditure without any corresponding advantage. Major Maltby has recently been invested with the powers of a Deputy Commissioner for the purposes of the Opium Act. He can ~~therefore~~ issue licences for the sale of opium and do everything else that is prescribed in the Act as the duty of a Deputy Commissioner, while the opium may be kept in the Treasury of the ~~Mysore~~ State & issued therefrom to only such as hold licenses ~~issued~~ granted by Major Maltby. If considered necessary, the opinion of the Durbar on the subject of the supply of opium to the C & M Station may be taken.

11 Major Maltby suggests that the following officers

be empowered to act under Section 14 of the Opium Act.

(1) The Head Superintendent, Govt. Distillery, for the time being.

(2) The Hd Qrs Tester, Civil & Military Station, for the time being, and

(3) All Police officers of or above the grade of Inspector

The section referred to is quoted in the margin for ready reference, and orders are solicited whether Major Malthy's proposal may be approved.

Section 14:

Any officer of any of the departments of Excise, Police, Customs, Salt & Opium or Revenue, superior in rank to a peon or Constable, who may in right of his office be authorized by the Local Govt in that behalf, and who has reason to believe, from personal knowledge or from information given by any person and taken down in writing, that Opium liable to confiscation under this Act is manufactured, kept or concealed in any building, vessel or enclosed place, may, between Sunrise & Sunset

(a) Enter into any such building, vessel or place

(b) in case of resistance, break open any door and remove any other obstacle to such entry;

(c) Seize such Opium & all materials used in the manufacture thereof &

(d) detain & search, and if he think proper arrest any person whom he has reason to believe to be guilty of any offence relating to such Opium under this or any other law for the time being in force.

12. Major Malthy further proposes that for the present and till such time as a Revenue Officer is appointed for the C & M Station the Amildar of the Bandalore taluk be empowered to act under Section 22 of the Opium Act. This Section ~~which~~ is quoted

Section 22.

In the case of alleged illegal cultivation of the poppy, the crop shall not be removed, but shall, pending the disposal of the case, be attached by an officer superior in rank to a peon or constable, who may in right of his office be authorized by the Local Govt in that behalf; and such officer shall require the cultivator to give bail in a reasonable amount (to be fixed by such officer), for his appearance before the Magistrate by whom the case is to be disposed of, and such cultivator shall not be arrested unless within a reasonable time he fails to give such bail.

In the margin — Orders are solicited on Major Malthy's proposal —

HHr 2/3 HL 1.3.83

Georgia.

Bruno

Plan de Sechaud 1/— 12

ou Spinucci

[redacted] 14.

From Dewan No 53 dated
14th March 1885. - 110

Ganja Contract of the
Civil & Military station of
Bangalore. —

Before the Reversion
of Mysore to Native rule
the tract which is now known
as the Civil and Military
station of Bangalore was
Native territory and
therefore the Ganja Con-
tract in relation to that
tract i.e, the Contract
the Exclusive [redacted] privilege
of the Wholesale Vend of
Ganja and all preparations
thereof was included in
the Contract for the [redacted]
District. The Contract
which was in force at
the time of the Reversion
of [redacted] on 30th [redacted]

1883; and when a new Contract had to be arranged. Major Malthy - the Dt Magte and Superintendent of Excise Revenue, Cstm Station, suggested* that the Contract for the Cstm Station should be separately entered into by the Contractor with himself (Dt Magte); but Sir James Gordon, after consultation with the Dewan, decided⊗ that the Station might be included in the Bangalore District as regarded the Contract, and he remarked that there were several strong reasons of convenience why the existing practice of

* in letter No. 473/46 d. 2d Decr 1882 - Serial No 5 in file No. 454 of 1885

⊗ in letter No. 2589/1218 d. 24th July 1883 - Serial No 3

3

"the Durbar manage
"the entire Contract of the
"Town and the C+M. station
"of Bangalore should be
"continued." - According
the Contract was arranged
by the Durbar who include
the Civil & military station
in the Bangalore District.
The Contract was given to
one Chikrumbrappa the
for a period of 3 years
from 1st April 1883 to
31st March 1886. A Copy
of the agreement Executed
by the Contractor is encl
in letter No: 127, dated
4 January/84 from the Dt. Magte

Serial No 7

2. The Ganja Contracto
having in November last
complained that he

be convenient for him to have one Ganja Contract for the whole of the Province for 3 years, and he requests to be informed whether or not the Resident desires that the Contract for the C & M station should be included in that for the Kurpa Province.

4. For remarks made by Mr. Dyall from time to time in regard to the Ganja Contract of the C & M station are quoted below for convenient reference. —

S/11 2 File No. 17/1884

(1) In this office letter No. 2715/539 dated 15th March/84 (para 8) to the Dewan on the subject of transferring the Revenue Administration of the C & M station to the

The Resident, Mr. Duff remarked as follows:—

(8) "It seems advisable that the wholesale contract "of ganja, & their dumps "for the C & M station should "be separate from that "of the Bangalore District "from the 1st of April 1884 "if possible, but if there "is any difficulty as to "this owing to the non- "expiry of Contract "it could be arranged "that the wholesale "contractor for the "Bangalore Dist. shall "supply the retail vendors "of the C & M station under "passes, a proportionate "share of the annual "value of his contract

"being paid by him into
"the Resident's Treasury
"under orders from the
"Bombay". —

* * *

S/5 File 17/1884.

The Secretary in his letter
No. 1 dated 1st April 1884
(para 18.d.) stated as
follows:—

"18(d) Ganja. The present
"Contract expires on
"the 31st March 1886, and
"the separation of this
"item as regards the
"station, before the expiry
"of the Contract, is therefore
"not convenient. The
"Contractor can however
"ever be required to
"close to the Retail Vendors
"in the station, only when
"authorized by Passes
"granted to him. Upon

"upon the contractor's
"monthly Statement
"shewing separately the
"quantity issued to
"Retail Vendors within
"the Station limits, and
"within the Down and
"Bibinel, the proportional
"Contract amount
"due to the Station can
"be calculated, and
"paid into your treasury
"at the end of each
"month." —

(2) In minute dated 9th April 1884 (¶ 18) Mr. Dyall remarked that "till the present Ganja contract expires, a precisely similar arrangement to that for toddy should be enforced." He

s/n 6 file 17/1884.

102

The arrangement as
regards toddy was put
down as follows:—

17 "As regards (b) toddy
"the arrangements des-
"cribed in the Dewan's
"letter agree with those
"proposed in para 6
"of my letter to the Dewan.
"The Dt Magte & Supt. of Excise
"& Customs station will check
"by his register the amount
"of toddy brought into
"the Customs station by the
"Contractor, and the
"Journal of Bangalore
"will show the Dt Magte
"the Contractor's account
"of quantities issued
"by the Customs station,
"and the Dt Magte
"Dt", and will determine

Communication
"with him the proportionate
"share of the toddy
"Contract revenue
"creditable to the Ct
"Station. For this amt:
"the D.C. Mayte will take
"to the Commissioner
"who will recover it
"from the Contractor
"and pay it into the
"Resident's Treasury
"taking duplicate
"receipts and sending
"one copy to the D.C. Mayte:
"C. Station." —

(3). In this office letter No. 114/19 dated 10 April 1884 to the Dewan (3) it was remarked as follows:-

3" In respect to the

s.d. 7 file 17/19 1884

" difficulty of separating
" completely the Etc is a
" arrangements of the
" C & M station, and the
" Bangalore Dist. Mr. Light
" is not prepared to admit
" that separation properly
" arranged must lead
" to endless friction
" and smuggling, but
" in regard to Bobbin,
" there would always
" be difficulty, and
" owing to the non-supply
" of certain contracts
" including the C & M.
" Station, it is certainly
" advisable to defer
" the consideration
" of complete measures
" of separation for the

present. As the present
" Contracts expire, the
" question of the advisability
" of further separation
" can be discussed
" for each item separately,
" with the experience of
" the working of the
" system now inaugurated
" which the authorities
" of the Coimbatore
" will by that time
" have gained."—

(4) In their Office letter
No. 1325/190 dated 25th Septr: 1884. S/n 15 File 17/1884.
to the Government
of India, Foreign Dept,
(para 3 — Toddy —) it was
remarked as follows:—

" Toddy — With regard
" to toddy, it has been
" arranged that the
accounts

"account of the Contractor
"of the quantity brought
"into the station shall
"be checked by the Dy
"Magistrate and Inspr
"of Excise by the passes
"issued by him - that he
"should go over the todd
"Revenue accounts for
"the whole district with
"the Deputy Commissioner
"and fix the proportionate
"share of the Contractor
"he or Govt recovering
"the amount and paying
"it into the Resident's
"Treasury. The same
"arrangement applies
"to Ganja as long as
"the present contract
"lasts. The question
"of further complete

"Separation of the above
"items of Excise revenue
"may, I think, be
"advantageously post-
"poned at least till
"the expiry of the present
"Contracts - When some
"Experience will have
"been gained of the
"working of the system
"now inaugurated. -

* * *

5/- The above extracts clearly show that the intention of the Resident is to separate the Ganja Contract of the Cdm Station from that of Mysore at the earliest convenient opportunity. The Govt may

may therefore, it is
respectfully submitted
be informed by telegraph
that he need not in-
clude the Cantonment
of Bangalore in the
Ganja Contract for
Mysore, and he may
be requested to state whether
the Durbar intends
accepting the resignation
of the present contractor
and if so from what
date. At the same time
the Collector of the Can-
tonment of Bangalore
may be requested
to submit, to this office
calling for tenders
for the Ganja contract
of the Cantonment
for

for a period of 3 Yrs from the date on which the existing Contract ceases.—

~~1/85 Subd for orders.~~
~~HC~~
~~1.4.85~~

The District Magistrate may also be requested to state if any additional arrangements as to supervision &c will be necessary in case the Contract for the C & M Station is separated from that of the town of Bangalore.—

6. The Asstt Resident has remarked on the Dewan's letter No. 53 d. 14th March/85 now under disposal, that this reference should be sent to the Govt of India in continuation of this office serial No. 14.

general letter No. 1325/190 dated 25th Sep: 1884, and a reply s/l No 15 file 17/1884

17.

asked for by telegraph about the Abkari arrangements. With reference to this it is respectfully submitted that as the Excise Act XXII of 1881 (S. 13) authorizes the Local Government to grant licenses for the wholesale vend of intoxicating drugs, it does not appear necessary to take action in obtaining the sanction of the Govt. of India to arranging for the contract in the present case. After the contract has been finally settled, a report to the Govt. of India may, it is submitted, be made in continuation of this office General letter No. 1325/190 d. 25th Sep. 1884.

* Herewith put-up.

S/4 15 File 17/1884.

Ref:- KH 1.4.85

Our letter of 25th September, 1884, practically asked (I understand) the Govt. of India for a decision, at any rate approval or dissent, in regard to the arrangements made tentatively in connection

with the collection of the Abkari Revenues including Ganja. That is why I suggested that it might be necessary to ask them their opinions by telegram.

8. It is very inconvenient being pressed for a decision about the Ganja Contract at the last moment. The fault really lies with the Govt of I. who have not replied to our reference. It is impossible to say what the opinion of the Finl Dept. will be, that is whether they will prefer the departure as early as possible of the Coll. Station from the rest of the State, or whether they will think it more economical and less likely to encourage smuggling, to continue existing arrangements.

9. I would venture to suggest that the Bombay be asked to include the ~~Madras~~ Aden-Port in the new Contract for a term of one year only, if this is practicable, which would

Carry the present system

92

or to the original date of
its expiration - viz. the
March 31/86. About that
time other Railway Contracts
will apparently be falling
in, and if a change is to be
made it can be made under
all heads at or about the
same time.

10. There ought not to be any
real difficulty in arranging
this. ~~I should not suppose~~

Brun
1/4

11. I consider that the Govt
of Quebec have instructed
us to separate our
administration arrangements
from those of the Dominion
and that question is
only required in so far
as we propose to keep
up joint arrangements
There is no difficulty in
having a separate Express
contract, and it is simpler
than the joint system
so extensively worked. I think
we may with [illegible]

Resident with whom
permanent arrangements
from the date the existing
contract is terminated
& that he should give
us notice. [illegible]
1/4/85.

12. Secret.
Issue d/f. tel[egram] to Diwan,
Bikaner, and send at once
copy of the Correspce & District
Map for information and
guidance. [illegible]
3/4

Serial No. 16

13. A telegram was accordingly sent to the Diwan on the 3d instant to the effect that separate arrangements would be made for the Ganga Canal Contract of the Civil and Military Station.

Serial No. 16

14. On the 5th instant, however, a letter* was received from the Diwan to the effect that as the

*: Diwan's letter No. 1. dated 3d April 1885. (Serial No. 17)

901

GOVT OF MYSORE.

From

632/60 The District Magistrate and

Superintendent of Excise Revenue

Civil and Military

Stations of Bangalore

To

The Assistant to the Resident

in Mysore.

Dated Bangalore 5th day of February 1883

Sir

In acknowledging the receipt of the Proceedings of the Resident No 2299/1073 dated the 17th Instant Sanctioning the several forms of Drug Licenses, I have the honor to submit the following report on the several points referred to in your letter -

II It is contemplated to Sever the

Connection between the Ganja Contractor and Retail dealer as the measure involves the pecuniary interests of Government to a considerable extent and this I propose to do by placing the vendor of Ganja in the same position towards the Contractor as the license holders of Retail arrack shops hold to the arrack Contractors

III But in conformity with the terms of the agreement entered into with the present Contractor the license issued for the current year must be signed by and issued to Retail dealers through the Contractor under

the Countersignature of the Superintendent of Excise-

IV Provision has been made in the new notification now sent up to dispense with this procedure and admit of these Licenses in common with all others being hereafter issued directly through the Superintendent of Excise.

V Adverting to the last sentence of para 2 I beg to add that the meaning of the penal clause as set forth by me was intended to convey the idea that the Retail Dealer could be dismissed or fined or both only for breaches of the Licence Rules or of the laws in force, after regular trial.

As desired however the penal clause has been duly amended and rendered clearer and is now re-submitted for approval.

VI A revised draft on the Ganja notification is forwarded and will I trust meet with the approval of the President.

VII I understand from the Head Superviser that the Mysore Government approves of the Change and that a similar notification inviting tenders under the same conditions will issue in a day or two.

VIII The chief alterations proposed are,

(a) that the tenderers shall mention

GOVT. OF TYSORE.

the minimum amount they will guarantee to Government.

(b). that 25 percent of the excess Sales over that amount shall be paid to Government during the 1st year and such further enhanced percentage as the excess sales may warrant during the 2nd, and 3rd years.

(C) that the Contractor shall have nothing to do with the vendors beyond being bound to supply them at the rate of 8 Annas per Seer for Ganja and 3 Annas per seer for Mogam.

(d) that the vendors shall pay a license fee of Rs 3/ monthly to Government.

IX It is proposed that the Contractor

sell ganja to licensed vendors at 8 Annas per seer (the Contractor paying the local cess) while vendors will retail to the public at 11 Annas, that being the old rate till Government fixed 10 Annas.

X At present the Contractor sells Ganja to the vendors at 4—8—3 and Mogam at 4—3—0 per seer while the Ganja is retailed to the public at the rate of 10 Annas per seer and mogam at 5 Annas per seer, the sales amounting to 6000 Seers in 1881-82

XI Present arrangements so far as the payment of the guaranteed

amount so paid not be disturbed but as both the tenders and the agreement of the Contractor will be distinct for this station from those for the Bangalore District, I would submit the monthly payments and adjustments be effected after the close of the current year at the Residents Treasury and that this may be done the necessary corrections have been made in the notification

XII As the bond to be taken from the Contractor partakes of the nature of an agreement entered into between him and the Government for the rent of Ganja Revenue recoverable in

accordance with Perennial Rules if the Resident Concurs the Ganja agreement will be charged with a stamp duty of eight annas under article 5 (C) schedule I of the stamp Act.

XIII Reference is solicited to proceedings of the Chief Commissioner No $\frac{6898}{907}$ dated 27th March 1880 laying down the fee for the retail vend of opium at Rs 9/ permanent. The required alterations in notes C & D will be effected as desired ere the Licenses are printed.

XIV The sales of opium effected in the year 1881-82 amounted to 1295

Seers of 24 Tollahs per Seer. During the 1/2 year ending 30th September 1882, the sales have amounted to 871 Seers while in the months of October, November, December 1882 it is found on reference to the accounts that the sales were 509 Seers making a total of 1380 for 9 months of the year.

XV It is therefore calculated that 2000 Seers will be required for the station and the Head Superviser Recommends that one half be obtained by 1st March 1883 and the other moiety six months later as if the whole supply is indented for at once more loss through drivers

will be sustained.

XVI. With reference to Para 10 of your letter, I would point out that the Opium Rules (paras 26 & 27) now in force, published under orders of the Chief Commissioner at page No. 73 Part I Mysore Gazette dated 28th January 1880 direct how things confiscated are to be disposed of.

XVII I would propose that the following officials be empowered to act under Section 14 of the Opium Act (1878)

a The Head Superviser Government Distillery for the time being.

b. The Head Quarter Tester Civil and Military stations for the time being

c. All police officers of or above the grade of Inspector.

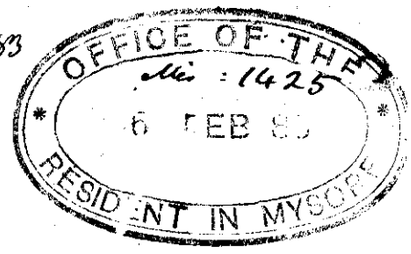
XVIII I would propose that for the present and till such time as a revenue officer is appointed for the Civil and Military station that the Amildar of the Bangalore Taluk be empowered to act under Section 22 of the Opium Act.

I have the honor to be
Sir
Your most Obdt. Servant
[signature]
District Magistrate &
Supdt of Excise Revenue

Nft

£63

1883



From

The District Magistrate
+ Superintendent of Excise
Revenue, &c in Station of
Bangalore.

Dated 5th February 83
Received 6th do
No. 632/60

Submits a report on the
Servant forms noticed in the
Resident's Pro: No. 1073 dated 17th
January 1883 on the subject
of forms of drug licenses.

To the Assistant
To the Secretary
To the Public Office
To the Auditor
To the Accountant General

Submitted with Memo:
for orders.

4/2/83

81 2

Office of the Dewan of Mysore

No. 54. Bangalore 19th February 1883

To

Sir James Gordon, K.C.S.I

Resident in Mysore

Sir,

In forwarding the accompanying Copy of a Notification which it is proposed to issue inviting tenders for the wholesale vend of Saiya and its preparations in the Bangalore District including the Town and the Civil and Military Station of Bangalore, for 3 years from 1st April next, I have the honor to state that the existing arrangements under which

which the Contract for both the Town & the Civil & Military Station is placed under the same management has worked very satisfactorily both in the interests of the Government and of the Public - It is therefore proposed to continue this arrangement after the Expiration of the present Contract and to bring the Farm under the minimum Guarantee system as in the case of Arrack. If you approve of the inclusion of the Contract for the Civil and Military Station in that for the Bangalore District, the Contract will be farmed

out

out accordingly and the proceeds for the Civil and Military Station duly accounted for to your Treasury.

I have the honor &c,

Sir,

Your most obedient Servant.

V. Shankaria Iyer

Dewan

1883.

D383
RESIDENCY

From

R. Sheshadri Esqr Offg
Dewan of Mysore

To

Sir James Gordon K.C.S.I.
President in Mysore

Dated 19 February

No. 3-4.

Forwarding copy of a
Notification inviting tenders
for the wholesale and
farm of its preparations.

Express my concurrence
in the proposed
arrangement

HG
22/2

Letter drafted 23/2/83

Revised Ganja Contract Notification

In supersession of Notification No. 21 of 35 dated 19th January and 2nd February last, the subjoined revised Notification regarding the sale of the Ganja Contract of the Bangalore District including the Town and with the permission of the Resident in Mysore, also the Civil and Military Station of Bangalore on the minimum guarantee System, is published for general information.

Tenders are hereby invited for the exclusive privilege of the wholesale vend of Ganja and any preparation thereof, in the District of Bangalore including the Town and with the permission of the Resident in

Mysore, also the Civil and Military
Station of Bangalore, for three years
viz. from 1st April 1883 to 31st March
1886, subject to the conditions hereun
after set forth.

2. Each Tender must specify the
minimum revenue which the Tenderer
will guarantee yearly to Government,
and must be accompanied by a
deposit of 50 Rs. in cash, and enclosed
in a cover superscribed with the
words "Tender for the Exclusive privilege
of selling Ganja and any preparation
thereof in the Bangalore District".

3. The Tenders must be delivered
at the Office of the Dy Commissioner
Bangalore District, on or before noon
of the 1st March 1883 when they will
be opened by the Deputy Commr in the
presence of the applicants. The applicants
whose tender may be selected by the Dy Commr
for recommendation to Govt will be
required to deposit at once in Cash or

in Govt securities, a further sum equal to one half th (or one month's instalment) of the amount guaranteed annually to Govt.; failing which the deposit made with the Tender will be forfeited -

4. When the decision of the Govt is announced, the deposits made by the applicants whose tenders have been rejected will be thereupon returned to them on their application. The Govt reserves to itself the power of rejecting the highest or any tender without assigning any reason.

5. The party whose Tender may be accepted shall, within 8 days after the Govt decision has been communicated to him, deposit with the Dy. Commrs a sum in cash or Govt securities duly indorsed, which with the sum previously deposited under para 3, shall be equal to one-fourth of the yearly revenue guaranteed; and shall execute an agreement in the usual form on proper stamp, binding himself to conform to the conditions hereinafter

set forth; and if he fails or refuses to sign the agreement or to make the deposit required, the deposits already made will be forfeited to Govt and the lease thereby disposed of.

6. Should the sales of Ganja and its preparations in any year by the Contractor to the licensed Vendors exceed the guaranteed amount; 25 per Cent of such excess shall be duly paid over to Govt with the last instalment payable for each year. Each year's account shall be closed separately and the excess of one year cannot be claimed as a set off against the deficit of any other year. Should the excess sales of the 2nd & 3rd years be more than the realizations of the 1st year, Govt reserves to itself the right of claiming a proportionate enhanced percentage on such excess sales.

Conditions

1. The Contract shall not be transferable, except with the approval of the Deputy Commissioner.

II. For the purposes of this Contract, Government may decline to recognize any representative agent or partner appointed or taken by the Contractor during the period of the Contract, unless such representative agent or partner shall have been first approved of by the Deputy Commissioner of the District for the time being.

III. The minimum annual revenue guaranteed shall be paid by the Contractor into the District Treasury at Bangalore by equal monthly instalments, together with Local Cess thereon, at the rate of one anna per rupee, on or before the 20th day of each month. If the last instalment due for each year shall be paid the 25 per cent on the Excess sales over the guaranteed amount or such enhanced proportionate percentage in the 2nd & 3rd years as the Excess sales may justify the

levy

levy of. In case of default in the payment of any of the instalments, as aforesaid, it shall be lawful for the Deputy Commissioner of the District for the time being, to declare the deposit forfeited, to order the farm to be taken under Government management at the Contractor's risk, or to declare the lease forfeited, and to resell it at the Contractor's risk and loss, and further to recover all arrears with interest at 6 per cent per annum by the attachment and sale of his property, personal and real.

IV. The number of shops for the sale of ganja with preparations and the places at which they are to be kept shall be determined by the Deputy Commissioner, and the Contractor shall engage to sell ganja and its preparations only

or by at the places so fixed. The Deputy Commissioner shall be at liberty to make any alterations in the number & localities of the shops that he may from time to time consider necessary, or to close any shop without any claims for compensation on the part of the Contractor in the manner and under the conditions set forth in para IX of this Ratification.

V The confirmation of existing retail vendors, the nomination of new vendors, and the cancellation of licences shall rest with the Deputy Commissioner under the rules in force. The Deputy Commissioner shall issue licences in the prescribed forms direct to the retail vendor & in the case of other drugs.

VI The Contractor shall sell Ganja and its preparations only to such licensed vendors, and shall not interfere with the retail vendors

in

in any way.

VII. The ganja sold shall be of good quality, and not be adulterated; and the Contractor shall always keep on hand at least one month's supply of ganja.

VIII. The price at which ganja shall be sold by the Contractor to the retail vendor shall be fixed at 8 annas per seer of 24 tolas, and the retail dealer shall sell to the public at 11 annas per seer. The sales of ganja & its preparations shall be covered by a pass in the prescribed form signed by the Contractor or his authorized agent. More than 4 tolas' weight of ganja shall not be sold to the same person on the same day by the retail dealer except for medical purposes on passes issued by a Magistrate.

IX. The Deputy Commissioner shall

shall have power to close any particular shop or shops on the requisition of the Military authorities or Magistracy - temporarily or permanently, and the Contractor shall not be entitled to any compensation therefor - but with the approval of the Deputy Commissioner, the number so reduced might if the public requirements demand it be re-established in other suitable localities. It shall however be at the discretion of the officer to decline the reopening of such shops if the number extant exceed the complement licensed in the year 1882-83, and the Contractor shall have power only to claim the number so fixed being opened Elsewhere and no more - On the other hand, should the exigencies of the State require the closing

of

of Shops to any number below the Complement so fixed, the Contractor shall with the sanction of the Government be granted proportionate compensation for the number so closed on the guaranteed amount paid for the number of Shops so licensed in the year under adverteuce, if it be proved that the Contractor has sustained loss by such reduction in the number of Shops but not otherwise.

X. Whenever required, the contractor shall render a true & correct account of the sales at his Wholesale Depôt to the Deputy Commissioner and allow the officers of the Excise Department free access always & at all times to all the accounts kept by the Contractor which shall be all the true

true and accurate and in such forms as the Deputy Commissioner may approve of from time to time.

XI Disorderly conduct and irregular transactions at the Wholesale depôt shall not be permitted by the Contractor's agent, or employés. They shall be provided with correct scales and weights, the latter duly stamped by Government, and further all such employés shall 15 days after the agreement is signed by the Contractor enter into Engagements with the Contractor to abide by the Spirit and letter of the Conditions entered into by the Contractor with Government and the laws and rules in force, and such Engagements shall be deposited in the Deputy Commissioner's office by the 20th of the said

month

month without bail.

XII. For any infringement of the above conditions, the Contractor shall hold himself liable to a fine not Exceeding Rs. 100 to be levied at the discretion of the Deputy Commissioner, and to a forfeiture of his Contract with the approval of Government if deemed necessary by him, or to such further penalties as the laws in force prescribed for breaches thereof or of the rules framed by Government. Further particulars can be had on application at the Deputy Commissioner's office.

XIII. The Contractor shall be required to conform to any additional rules which may be prescribed from time to

time

duce by the Government.

XIV The quantity of Ganja
sold in the Bangalore Excise
and Salem during the years
1881 – 1882 approximately amounted
to 2,885 and 1,718 seers respectively

3

No. 2589/1218.

Office of the Resident in Mysore
& Bangalore 24th February 1883.

65

To

The District Magistrate
and Supdt of Excise Revenue,
Cantonment Station of Bangalore.

Sir,

With reference to your letter No. 632/60 dated the 5th instant, I am directed to state that when the Resident sanctioned, in his Pro: No. 2299/1073 of the 17th January 1883, a separate Contract for the sale of Ganja in the Civil and Military Station of Bangalore, he was under the impression that the Mysore Durbar advocated the change. It now appears, however, that the Mysore Government is not in favor of the change. There are indeed several strong reasons of convenience why the existing practice of the Durbar Managing

VDG
24/2

the future contract of the Town and the Civil and Military Station of Bangalore should be continued, and accordingly, after discussing the matter with the Dewan, Sir James Gordon has permitted the Durbar to invite tenders for the Sanja Contract as regards the Civil & Military Station.

2/ I am at the same time to inform you that the existing arrangements as to officers ~~would~~ may continue.

I have &c

H W

Asst to the Resident

H.C.

23/2/83

63

1883. N.

No.

Supt. Distilleries
Supt. of Special Revenue
of C. & M. States

Dep. 24th
Dep. 24 3 February

No. 2589
1210.

Office of the Resident in Mysore
Dated Bangalore 24th February/83

№ 2590
444.

63

To
The Dewan of Mysore

Sir,

In reply to your letter № 54 dated 19th instant, I am directed to state that the Resident concurs with you in the advisability of the arrangement proposed therein, to the effect that the Sanja Contract for the Civil and Military Station of Bangalore should be included in that of the Bangalore District, and be given out by the Durbar for the next three years: ~~I am further to inform you that~~ no separate notice inviting tenders for the privilege of the wholesale vend of Sanja in the Civil & Military Station from 1st April next, will therefore be issued from this office.

I have &c

A W
Asst to the Resident

24/2

24/2/83

1803. No. 48

To,

Sheerness

Dy 24th
Despd 24th February

No. 2590
444.

Draft for approval

№ 2806/1603.

Office of the Resident in Mysore
Dt Bangalore 29th March 1883.

GOVT. OF MYSORE.

To
The District Magistrate
and Supdt of Excise Revenue,
C & M. Stations of Bangalore.

Sir,

Adverting to my letter № 2589/1218 dated 24th February 1883, I am directed by the Resident to communicate to you the following further instructions regarding the working of the Ganja Contract.

2. The orders communicated in the letter above quoted were intended merely to place the financial Management of the Contract in the hands of the Durbar they were of course not intended to affect in any way the powers and duties conferred and imposed ~~on you~~ by the Excise Act as Supdt of Ex

on you by the Excise Act and the rules in force.

3. The powers referred to in the Dewan's Notification No. 56 dated 23rd Feby last, and which would properly vest in you as regards the Civil & Military Station, are the following:—

1st.— Condition IV.— The power to fix the number and localities of shops, and to alter them from time to time, also power to close shops.

2ndly— Condition V. Confirmation of existing vendors, nomination of new vendors and cancellation and issue of licenses.

3rdly. Condition IX. Power to close shops and to re-establish them.

4thly. Condition X. Power to require accounts

and access to accounts.

4. The Durbar will be requested to arrange that in the agreement to be entered into with the Contractor, a distinct provision shall be made for the Exercise by you of the powers above referred to, as regards the C & M Station. I am to add that the Durbar will further be requested to require the Deputy Comm^r of Bangalore to furnish you with copies of Engagements deposited under condition XI.

I have &c

H W

Asst to the Resident

HW
29.3.83

588

1903.

No 1203

To,

The District Magistrate
Supdt of Excise Revenue
C & M. Station of
Bangalore.

D/ 29th March 1903.
Recd 30th

Rec. No
No. 2006
1903.

Draft

Communicating further instructions on the working of the Ganja Contract in the C. & M. Station of Bangalore.

No 4½

60

Dear Sylvia

Now that the Regulations have been passed by Govt., will you please move the Resolution & pass it in duplicate at an early date to the Bye Laws about conservancy doors. —
The Law has been published in the local papers as required by the Regns
May I ask what you mean by "I am at the same time to enform you that the existing

arrangements as to
officers may continue
in your letter No $\frac{2589}{1218}$ of 24th
Febry/83

From the first part of
the said letter I understand
that I have nothing to do
with working the contract
granting licences, &c —

Yours truly
Macaulay

26th Febry

Memo

GOVT OF MYSORE

Major Maltby's Demi-official letter dated 26th February 1883.

In this office letter No. 2589/1218 dated 24th February 1883. the Magistrate and Superintendent of Excise Revenue, Civil and Military Station of Bangalore was informed that the Resident has permitted the Mysore Durbar to invite tenders for the Ganja Contract of the Civil and Military Station. It was also stated in the last sentence of that letter that "the existing arrangements as to officers may continue". Major Maltby now requests to be informed what is meant by this last sentence.

2. It is stated in the first part of the letter in question that "there are several strong reasons of convenience why the

existing practice of the Durbar
"managing the entire Contract
"of the Town and the Civil and
"Military Station of Bangalore
"should be continued." And
in paras IV and V of the
Conditions mentioned in the
Diwan's recent Notification
on the subject, which has
been published in the Mysore
Gazette, the determining of
the number of shops selling
Sanja, the location of the
shops, the confirmation of
existing retail vendors
and the nomination of new
ones, and the issue and the
cancellation of licenses are
all left in the hands of the
Deputy Commissioner,
both as regards the Civil and
Military Station and as
regards the whole of the
Bangalore District. It will
thus be seen that there is
hardly anything left for
Major Maltby (as Supdt. of
Excise Revenue, C & M Station)
to do in the matter of the
sale of Sanja. This is why

Major Mallby remarks that he does not understand the meaning of the last ~~clause~~ sentence of our letter which says that the existing arrangements as to officers may continue.

3— Irrespective of the duties prescribed for the Deputy Commissioner in the Dewans Notification above referred to, there are the duties of supervising the licensed retail vendors in the Civil & Military Station of detecting the commission by them of any acts in variance with the terms of their licenses, and of prosecuting them if necessary, and periodically inspecting their accounts and so forth. It is not known whether the Mysore Government will undertake the performance of these duties by means of the Deputy Commissioner of Bangalore & his subordinates.

garding the working of the Ganja contract :-

1. The orders conveyed in the letter above quoted were intended merely to place the financial management of the contract in the hands of the Durbar; they were of course not intended to affect in any way the powers & duties conferred & imposed on you by the Excise act & the Rules in force.

2. The powers referred to in the Notif.n received from the Dewan, & which would properly vest in you as regards the C & M stations are the following :-

1st. Condition IV. The power to fix number & localities of shops, & to alter them from time to time, also power to close shops.

2nd. Condition V. Confirmation of Existing vendors, nomination of new vendors, & cancellation & issue of

* new licenses, & with a request that the arrangements referred to above may be made - also send to the Dewan a copy of the form of license proposed for the C & M. Stations, and advise whether the Durbar will adopt it, or will suggest any alterations, as it would be obviously convenient that the same form should be prescribed for the C & M stations & for the Bangalore District.

BG 24/3.

of licences.

3d. Condition IX. Power to close shops & to re establish them.

& 4th Condition X. Power to require accounts & access to accounts.

The Dunbar will be requested to arrange that in the agreement to be entered into with the Contractor, a distinct provision shall be made for the Exercise of the powers above referred to by you as regards Mc & M stations. The Dunbar will further be requested to require the Dep. Commr. of Bunga lore to furnish you with copies of Engagements deposited under condition XI.

Copy of this letter to be forwarded to the Dewan in continn of previous

Memo

re Georgia

See orders at close of Memo.

BG 24/3

garding the working of the Ganja contract ~~indicated~~
1. The orders ~~communicated~~ in the letter above quoted were intended merely to place the financial management of the contract in the hands of the Dewbar. they were of course not intended to affect in any way the powers & duties conferred & imposed on you by the Excise act & the Rules in force.
2. The powers referred to in the Notif^n^ received from the Dewan, & which would properly vest in you as regards the Ct & Ml stations are the following ÷
1^st^ Condition IV. The power to fix number & localities of shops, & to alter them from time to time, also power to close shops.
2^nd^ Condition V. Confirmation of Existing vendors, nomination of new vendors, & cancellation & issue of

* ~~no~~ further, & with a request that the arrangements ~~agreed~~ agreed to above may be made - also send to the Dewan a copy of the form of license proposed for the C & M. Stations, and ask whether the Dewan will adopt it, or will suggest any alterations, as it would be obviously convenient that the same form should be prescribed for the C & M stations & for the Bangalore District.

BL 24/3

G 88
C 64

[redacted]

No. 484

No. 53

The Viceroy of Mysore.

Dy 29th
Desp.d 2 } March/03.
Rec.d

Enc. No 2

No. 2007
484.

Draft

On the subject of Kanya Contract.

No. 2007/404 Enc. 2. GOVT. DEPY. SORE.

Office of the Resident in Mysore
& Bangalore 29th March 1883

51

To

The Dewan of Mysore

Sir,

In continuation of my letter No. 2590/444 dated 24 February 1883 on the subject of the Ganja contract, I am directed by the Resident to forward herewith for your information copy of a letter addressed to the Supdt of Excise Revenue, C & M Station, and to request that the arrangements therein referred to may be made.

No. 2806/1303 8/29/3/83

I am also to send herewith a copy of the form of license for the retail sale of Ganja proposed for the C & M Station, and to inquire

whether the Durban will
adopt it or will suggest
any alterations therein,
as it would be obviously
convenient that the
same form should
be prescribed for the
C & M Station and for
the Bangalore District

Thanking you

Yours truly

Asst to the President

29.3.82

OFFICE OF THE
7 JAN
RESIDENT IN MYSORE

1884 Folio 1289

From

To The Dist.t Magistrate
Civil & Military Station
Bangalore

Dated 4th January 1884

Despatched

Received 7/1

Enclosures No. 3

General No. 127
No.

Encloses Residents No. 1303 of 29th March 1883 and brings to notice that the power bestowed on him, of fining the Contractors for breaches of conditions has been omitted in Cl. and requests that the same may be rectified

No 127. En 3.

GOVT. OF MYSORE

487

From

The Magistrate & Superintendent
of Excise Revenue
Civil & Military Station of
Bangalore

To

The Assistant to the Resident
in Mysore.

Dated Bangalore 4th day of January 1884

Sir

※ To be returned.

In enclosing the accompanying letter No. ※ 2806/1303 dated 29th March 1883, I have the honor to bring to your notice that I think that one of the most important powers bestowed on me has been omitted in the above letter.

I refer to the powers to fine for breaches of Conditions of the agreement

See: 12 vide* Proceedings of the Diwan

No. C. 19 dated 30th March 1883

and agreement* (both enclosed in

original).

If this is so I request the omission

may be rectified.

I have the honor to be

Sir

Your most Obdt Servant

Magistrate and

Supdt of Revenue

GG.

Fee Copy.

H6

1883/84.

From

The Deputy Commissioner,
Bangalore District.

To.

The District Magistrate & Superintendent
Excise Revenue.
Civil and Military Station,
Bangalore.

Dated 2nd
Despatched "
Received. } April 1883. ___ No. R. 1350.

Dewan's Proceedings No. 619. dated 30th Ultimo, accepting the tender of Chickarundrappa Chetty for the exclusive privilege of wholesale vend of Ganja and any preparation thereof in the District of Bangalore including the Town and Civil and Military Station of Bangalore for 3 years at Rupees 4,200/- per year from the 1st April 1883. —

Has the honor to forward for information, copy of the above. —

[redacted]

Proceedings of the Dewan of Mysore.

Read:—

Letter No. 1024 of the 21st March 1883, from the Deputy Commissioner of Bangalore—

Order thereon:—No. 619. dated Mysore, 30th March 1883.

The tender of Chickarundrappa Chetty for three years from the 1st April 1883 to 31st March 1886, for the exclusive privilege of wholesale vend of Ganja and any preparation thereof in the District of Bangalore including the Town and Civil and Military station is accepted for Rupees 4.200/- per year. He is allowed to take Krishnaswamy Moodr as his partner in the said contract with the Mysore Govt.

2. The Deputy Commissioner of Bangalore will obtain from the parties the usual bond on Stamp paper. In drafting the Bond, care should be taken to reserve to the Superintendent of the Excise Revenue, Civil and Military station within the limits of the Civil and Military Station, the following powers namely:—

1st To determine the number and localities of shops, and to alter or close them.—(Condition IV).

2nd To confirm existing Vendors, to nominate new Vendors, to Cancel licenses and to issue licenses (Condition V).

3rd To close and re-establish shops (condition IX)

4 To call upon Vendors for accounts and to prescribe forms therefor — (Condition X).

5th To fine for breaches of Conditions. — (Condition XII)

The Deputy Commissioner should furnish to the Superintendent of Excise Revenue, Civil and Military station, true copies of engagements filed in his office under condition XI

The amount of Rupees 4.200/- is exclusive of local Cess of one anna in the Rupee.

/Signed/ R Vijayendra Rao
Secretary.

"Copy"

/signed/ C.S. Shanmuga Mudaliar Pillay
For Deputy Commissioner

Whereas, we, Puttayanavara Chicka-Rudrappa Chetty and V.A. Krishnasawmy Moodn, do hereby enter into a contract with the Deputy Commissioner of the Bangalore District for the time being, for the monopoly of the sale of Ganja, or any preparation thereof in the District of Bangalore ~~for one year from 1st April 1883 to 31st March 1886 both~~ including ~~days~~

including the town and with the permission of the Resident in Mysore, also the Civil and Military station of Bangalore for three years from 1st April 1883 to 31st March 1886, both days inclusive, for a sum of Rupees 4,200/- four thousand & two hundred only per year, we do accordingly bind ourselves, our heirs, executors and representatives to perform our engagement, and to observe the following conditions, and as Security for the due performance thereof, we deposit Rupees 1050/- one thousand and fifty, one fourth of the contract amount to be held at the disposal of the said Deputy Commissioner till the close of the contract

Conditions.

I The Contract shall not be transferable except with the approval of the Deputy Commissioner

II For the purposes of this Contract, Government may decline to recognize any representative agent or partner appointed or taken by the Contractors during the period of the contract unless such representative agent or partner shall have been first approved of by the Deputy Commissioner of the District for the time being.

III. The minimum annual revenue guaranteed, shall be payable by the Contractors to Government in twelve equal monthly instalments. The Contractors shall pay into the

the District Treasury of Bangalore Rupees 350/-
three hundred and fifty, together with the local
Cess of Rupees (21-14-) twenty-one, and annas
fourteen only Calculated at the rate of one
anna in the Rupee, on such amount on or
before the 20th day of each month. With the
last instalment due for each year shall be
paid the (25) twenty-five per Cent on the ex-
-cess Sales over the guaranteed amount, or
such enhanced proportionate per Centage in the
2nd and 3rd years, as the excess sales may justify
the levy of. In case of default in the pay-
-ment of any of the instalments, as aforesaid,
it shall be lawful for the Deputy Com-
-missioner of the District for the time being,
to declare the deposit forfeited, to order the
firm to be taken under Government Manage-
-ment at the Contractor's risk, or to declare
the lease forfeited, and to resell it at the
Contractor's risk and loss and further to recover
all arrears with interest at 6 per Cent per
annum by the attachment and sale of their
property personal and real.

IV. The number of shops for the sale
of Ganja and its preparations, and the
places

places at which they are to be kept, shall be determined by the Deputy Commissioner in the Town and District of Bangalore, and by the District Magistrate and Superintendent of Excise Revenue in the Civil and Military station of Bangalore, and the Contractors shall ~~engage~~ to sell Ganja and its preparations only at the places so fixed. The Deputy Commissioner in the Town and District of Bangalore and the District Magistrate and Excise Revenue Superintendent in the Civil and Military station of Bangalore shall respectfully be at liberty to make any alterations in the number and localities of the shops that they may from time to time consider necessary, or to close any shop without any claims for compensation on the part of the Contractors in the manner and under the conditions set forth in para IX of this agreement.

V. The confirmation of existing retail vendors, the nomination of new Vendors, and the Cancellation of licenses shall rest with the Deputy Commissioner

Bangalore

Bangalore District and District Magistrate and Excise Revenue Superintendent of the Civil and Military station in their respective jurisdictions under the rules in force.

The Deputy Commissioner and District Magistrate and Excise Revenue Superintendent shall issue licenses in the prescribed forms direct to the retail vendor, as in the case of other drugs in their respective jurisdictions. ——

VII. The Contractor shall sell Ganja and its preparations only to such licensed vendors, and shall not interfere with the Retail Vendors in any way. —

VIII. The Ganja sold shall be of good quality and not be adulterated. and the Contractors shall always keep on hand at least one months' supply of Ganja —

VIII. The price at which Ganja shall be sold by the Contractors to the retail vendor shall be fixed at eight annas per seer of 24 tolas and the retail dealer shall sell to the public at eleven annas per seer. Majoom shall be sold by the

Contractors

Contractors at three annas per seer, and by the retail vendor at five annas per seer. The sales of Ganja and its preparation shall be covered by a pass in the prescribed form signed by the Contractors or their authorized agent. More than four tolas weight of Ganja shall not be sold to the same person on the same day by the Retail dealers, except for medical purposes on passes issued by a Magistrate.

IX The Deputy Commissioner and District Magistrate and Excise Revenue Superintendent of Civil and Military station shall have power to close any particular shop or shops in their respective jurisdictions, on the requisition of the Military authorities or Magistracy temporary or permanently, and the Contractors shall not be entitled to any Compensation therefor. But with the approval of the Deputy Commissioner and the District Magistrate and Excise Revenue Superintendent of the Civil and Military station, the number so reduced might, if the public requirements demand it, be re-established in other suitable

localities.

localities. It shall, however, be at the discretion of those officers to decline the re-opening of such shops if the number extant exceed the Complement licensed in the year 1882/83. and the Contractors shall have power only to claim the number so fixed being opened elsewhere and no more. On the other hand, should the exigencies of the Government require the closing of shops to any number below the Complement so fixed, the Contractors shall, with the sanction of the Government, be granted proportionate Compensation for the number so closed on the guaranteed amount paid for the number of shops so licensed in the year under adverteence, if it be proved that the Contractors have sustained loss by such reduction in the number of shops but not otherwise.

X Whenever required, the Contractors shall render a true and Correct account of the sales at their wholesale Depot to the Deputy Commissioners of Bangalore District and the District Magistrate and Excise Revenue Superintendents of the Civil and Military station and allow the officers

P

of the Excise Department free access always and at all times to all the accounts kept by the Contractors which shall all be true and accurate and in such forms as the Deputy Commissioner and District Magistrate and Excise Revenue Superintendent may approve of from time to time ——

XI Disorderly Conduct and irregular transactions at the wholesale Depôt shall not be permitted by the Contractors agent or employés. They shall be provided with Correct Scales and weights, the latter duly stamped by Government, and further all such employés shall 15 days after the agreement is signed by the Contractors, enter into engagements with the Contractors to abide by the spirit and letter of the conditions entered into by the Contractors with the Government and the laws and rules in force and such engagements shall be deposited in the Deputy Commissioner's office by the 20th of the said month without fail —

XII. For any infringement of the above

Conditions

Conditions, the Contractors shall hold themselves liable to a fine not exceeding Rupees 100/- to be levied at the discretion of the Deputy Commissioner and District Magistrate and Excise Revenue Superintendent, in their respective districts and to a forfeiture of their contract with the approval of the Government if deemed necessary by them, or to such further penalties as the laws in force prescribed for breaches thereof or of the rules framed by Government.

XIII. The Contractors shall be required to conform to any additional rules which may be prescribed from time to time by the Government. In acknowledgment of the above, we have hereto set our hands and seal this twenty-first day of April 1883.

/signed/ Puttachinnavara Chicka Ruvappachetty
(-4-) V. A. Krishnaswamy Mood...

"signed before me"

/signed/ A. H. Macintire.
Dy. Commissioner

Witness.

/signed/ A. A. Rajavachar.
" N. Nunjoondiah.

From Dt Magte, C & M Stn
No 127 d. 4th Jany 1884

Memo 35

In his letter No 127 dated 4th January last the District Magistrate and Supdt of Excise Revenue, C & M Station of Bangalore, pointed out that in Residents Pro: No. 2806/1303 dated 29th March 1883, which specified the powers reserved to him in connection with the Ganja Contract, ~~[illegible]~~ one power, viz, the ~~[illegible]~~ power to sue for breach of Contract of the agreement, had been omitted and he requested that this ~~[illegible]~~ be rectified -

~~The power to~~

The Ganja Contract of the C & M Station is included in that of the Bangalore District under arrangements made in consultation

with the Purchaser. The Contractor entered into his agreement with the Deputy Commissioner of the Bangalore District and in the agreement certain special powers are specified as vesting in the H.M. Magistrate of the Station so far as the Contract relates to the Station — The powers referred to by the H.M. Magte., are, the power to sue for the breach of any of the terms of the Contract, as specially mentioned in Clause XII of the Conditions of the Agreement as vesting in the Dy Comr of the Bangalore District and in the H.M. Magte of the Cantonment &c. so far as regards their respective Districts.

Its omission from in the
Resident's Pro: No. 2806/1303 dated
29th March does not take
away the powers under
reference (which is duly
vested in him by the agree-
=ment) from the Dt Magte.
H. Sir James Gordon who
specified the powers to be
vested in the Dt Magistrate
of the station omitted this
power probably by acci-
=dent, and I think the
Collector & Dist Magte
may now be informed
to the above effect.

Yes JMG
10/11/84.

Drafted
10/11/84

No 341/54; cs one

Office of the Collector,
Civil & Military Station,
Bangalore. 16th August 1884

To

The Assistant to the Resident
in Mysore
Bangalore -

Sir

I have the honor to forward for the orders of the Resident, the report of the Ganja Contractor stating that he will discontinue supplying ganja to the Retail shop Keepers from 1st of August 1884 for the reasons therein stated -

Should see 84
dft 16:8:84

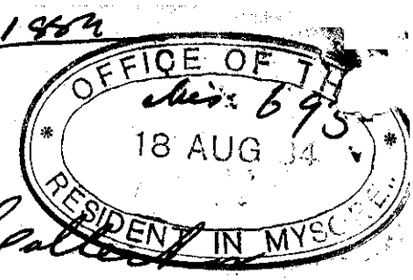
In the event of the present Contractors resignation being accepted, I have the honor to suggest that a seperate tender may be called for the exclusive privilege of Selling ganja and any preparation there of in the Civil & Military Station of Bangalore.

I have the honor to be
Sir
Your most Obdt: Servant
J Thomapson
Collector -

dft.

699

1884



From
The Collector
Cantt. Station
Bangalore

Dated 16th August 1884
Received 18th ——— ———

No. 3641/6-4

Forwards for the orders of the Resident, the report of the Ranja Contractor stating that he will discontinue supplying Ranja to the retail Shop Keepers from 1st August 1884.

Put up a translation of the Contractors report. H.I. 19/8.
Translation submitted.
19/8.

States that he had put in several applications to Dy Commr and the Dewan representing that the Govt having reserved to themselves all Control over the retail shop-keepers and imposed fresh license fees on their shops, supervision has become slack and smuggling of Ganja is carried on to a great extent resulting in a heavy loss to the Contractor.. The matter was often brought to the notice of the authorities and they were requested to abolish the license fees imposed on the retail shops in the Taluks and to allow the Contractor control over the Shopkeepers, but no measures whatever have as yet been adopted. The Contractor thereupon tendered resignation of his Contract on the 2 June, but no notice was taken even of it.-

States that he will discontinue supplying Ganja

to the retail Shop-Keepers
from the 1st of September 1846.

Abdul Razzaq
6/9.

No 150.

Encl 1. From

9

24

The Collector
Civil and Military Station
Bangalore

To

The Assistant to the Resident
in Mysore.

Bangalore Dated 15th October 1884.

Sir

I have the honor to forward herewith the accompanying Report from the Ganja Contractor Nundidroog Division, intimating the discontinuance of the Contract, from the 13th Instt, and request you will be so good as to submit the same for the orders of the Resident; the licensee holders complain of being unable to procure Ganja for sale. -

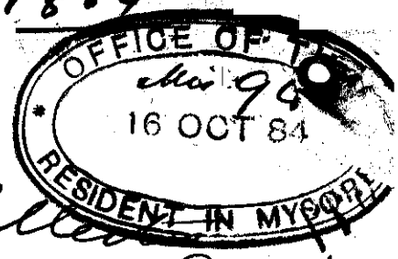
I have the honor to be
Sir
Your most obedient Servt

[signature]

Collector
Civil and Military Station

599

1884



From

The Collector

Coorg Station

Dated 15th October 1884.

Received 16: ——

No. 150

Forwards a report from the Gunjam Commissioner, Nandidroog Division intimating the circumstances of the Contract from the 1st instant,

In Duran 87 11 & 11-84

In Sunnd 18 Jun 84

Translation of Ganja Contractor's petition received with Collector's letter dt. 150 dt 15th October 1884.

Submits a detailed statement of accounts of the sale of Ganja and Charas in the C. Hill Station for the month of September 1884.

States that he has often brought to the notice of Govt the heavy loss sustained by him from the commencement of his Contract, owing to the restrictions put on him by Govt, but nothing has been done towards the relief of the loss. As no reply was received upto date to his petition dt 9th May 1884 tendering his resignation, he sent a telegram to the Dewan on the 10th instant requesting him to wire a reply at once on the subject for which no reply has as yet been received.

Begs to intimate that he has discontinued

selling the drugs from the
13th instant. –

Abdul Razzack
Munshi
16/10.

14.10.84

26

From Collector C & M Stn
No. 341 and 160 d. 16th Augt and
15th Oct 54 1884.

Mysore 25

The Collector of the Civil and Military Station of Bangalore submits two petitions presented to him by the Ganja Contractors of the C & M Station in one of which he states that owing to the imposition of license fees on Retail Ganja shops in the talluks smuggling is carried on to a large extent and in the other that he requested the Govt of Mysore to abolish these retail license fees but they took no notice of his complaint, and in the other he states that therefore he would have to cancel the contract; in the other he stated that as the Mysore Government took no notice of the complaint made by him that he was suffering heavy loss owing to the

instructions put upon him he has discontinued supplying the Ganji for sale — The Collector of the station ~~states~~ reports that if the Contractor's resignation be accepted, he ~~should~~ may be permitted to call for tenders for the privilege of selling Ganji in the station —

It will be seen from the correspondence put up that after consultation with the Excise, Mr James Gordon permitted the C & M station being included ~~with~~ in the Ganji Contract for the Bangalore District —

The contract was given on 1st April 1883 for a period of three years, and the term is not yet over — What the Contractor complains of is does not

clearly appear and as his complaint seems to lie against the Mysore Govt., I think that copies of the Collectors letters and the petitions in original may be sent to the Dewan with a request that he will inform the Resident what the Contractors complaint is, and whether he has stopped the supply of Sanja to the town of Bangalore also and whether what arrange- ments the Dewan contem- plates making for the future supply of the article. It is probable that the Dewan has not accepted the Contractors resignation.

Submit for orders.

GLK

Under this as forwarded and remark that the Contractor complaint seems to be against the Durbar, but that agent has actually stopped supplying the drug to the retail vendors in the C. & M.S., and we cannot proceed against him in any way. I consider that it will be necessary to consider this contract cancelled so far as the C. & M.S. is concerned, and to invite tenders at once for a separate contract for the C. & M.S. while the Durbar can, if desired by the Contractor to exercise continue the supply. and thereby this course advisable. Pray for a speedy answer

J.B.L 15/11/-

Letter of Glancy Ruffell GLK 15/11/84

699

1884 No. 10

To The Queen of Mysore

24

Grants

Office of the Resident in Mysore
St Camp Mercara 11 Nov^r 1854

23

To

The Dewan of Mysore.

Sir,

I have the honor to forward herewith for your information two petitions* (in original) addressed by the Camp Contractor of the Cox Station to the Collector at that place and copies of two letters from the Collector to my address submitting those petitions.

The Contractors' complaint appears to be against the Mysore Durbar, but as he has actually stopped supplying the drug to the retail vendors in the Cox Station and the Station authorities cannot proceed against him in any way, I think it will be necessary to consider his Contract annulled so far

* dated 13th August and 14th Oct/54 (to be obligingly returned)

@ No 341 of 16 Aug/54
No [illegible]

far as the C. & M. Station is concerned and to invite tenders at once for a separate contract for the Station, unless the Bursar can at once induce the Contractor to continue the supply and think this course advisable. I shall be obliged by your favouring me with a reply at an early date.

Yours &c
P. McLynn
Resident

Geo

(General Order No. 31.) OF THE

D 2335
1884.
NOV.

From The Dewan
of Mysore

To The Resident
in Mysore

Dated 12 November 1884

Despatched

Received

Enclosures No. Three
(2 letters & 1 Postcard)

General No. 37
No.

Regarding the Ganja Contract & the Bangalore & the Civil & Military Station

Telegram to Dewan issued to day

Letter and file sent to Bangalore for writing letters according to Residents orders on the other side of this docket

KK
Mareard 13.11.84

#99 Mr Rhodes Dewans Secy

Sent telegram to the Dewan as follows:

"Arrangements proposed regarding Ganja contract are accepted."

Sent Letter to Mr Rhodes Dewans Secy

Where letter should be sent to Dewan to following effect. viz

That notwithstanding the contents of Dewans letter to Residency Surgeon & acceptance thereof by the Resident, as conveyed in the Chief Secretary's letter of the 7th instant, the Dewan should not interfere with carrying out the arrangements proposed in the Chief Secretary's telegram of the 13th instant, but that it should be left entirely to the Resident to make such arrangements as he may consider necessary for the due carrying out of the contract.

13/11/1884

Mr Orders should be communicated to the Dewan by Confidential Letter

No 31

Office of the Deputy of Imposts
Imposts 12th November 1864.

To
The President
in Imposts.

Sir,

In acknowledging the receipt of your letter No. 5/6. of the 11th Instant, I have the honor to state that I have no information that, up to date, the Ganja Contractor of the Civil and Military Station has actually elapsed the sale of the Ganja

In his petitions to the Collector of the Civil and Military Station, he complains that he has been deprived of control over retail Vendors and appears to attribute to his Loss to this cause. The present minimum guarantee system was adopted by Sir James Gordon upon the recommendation

of

Thereon the returned.

of Major Bradley, and in order that the same system might obtain throughout the Bangalore District, I accepted it. The system itself is in every way proper and requires in my opinion no alteration.

2. There is however no doubt that the present contract is being worked at a loss, and this is due partly to a rise in the price of the drug and partly to the Contractor's omission to lay in a sufficient stock in proper season. After giving the subject my careful consideration, I propose to issue the order, the draft of which is herewith forwarded for your approval. Clauses (a) (b) and (c) of para 1 of this order contain all concessions which need be granted to—

No 31

Office of the Dewan of Negore
Negore 12th November 1884.

To

The President
in Negore.

Sir,

In acknowledging the receipt of your letter No. 5/4 of the 11th Instant, I have the honor to state that I have no information that, up to date, the Gunja Contractor of the Civil and Military Station has actually clapped the sale of the dung-

*thereon the returned.

In his petitions to the Collector of the Civil and Military Station, he complains that he has been deprived of certain annual retail vendors and appears to attribute his loss to this cause. The present minimum guarantee system was adopted by Sir James Gordon upon the recommendation

of

of Major Malby, and in order that the same system might obtain throughout the Bangalore District, I accepted it. The system itself is in every way proper and requires in my opinion no alteration.

2. There is however no doubt that the present contract is being worked at a loss, and this is due partly to a rise in the price of the drug and partly to the contractor's omission to lay in a sufficient stock in proper seasons. After giving the subject my careful consideration, I propose to issue the order, the draft of which is herewith forwarded for your approval. Clauses (a) (b) and (c) of para 1 of this order contain all concessions which need be granted to —

the contractor and to be able will, in my opinion, enable him to work the contract at a benefit. If you approve, as regards the Civil and Military Station, of the arrangement proposed in para 1 of the Engineer's letter, I request that such approval may be communicated to me by telegraph.

I have the honor to be
Sir,
Your most obedient Servant

W Sherman Brig
Dearne

Read letter No 299 of the 24th June 1884 from the Deputy-Comr. Bangalore &c, forwarding Head Superintendent's Memorandum on Ganja sales—

Also. Bangalore Dy. Comr's letter No 4818 of 13th Aug/84
——— Do - 561 of 6th Sept/84
Do 727 of 13th Oct/84
Do - 743 of 18th Oct/84

Order thereon.

From the papers read above, the Comm is satisfied that the Ganja Contractors of the Bangalore District are working their Contract at a loss. They have expressed their inability to continue to work under the present arrangements and are prepared to resign the business, forfeiting the amount deposited by them under the terms of their Contract. The Dy. Comr. Considers such unprofitable & troublesome for the Govt to take the Ganja sales into its own hands. The minimum Guarantee

Expenses

System which was introduced last year has many advantages which it is very desirable to secure. Under such circumstances and in consideration of the large minimum revenue guaranteed by the present Contractors, the Durbar is pleased to sanction the following concessions in their favor, in accordance with the recommendation of the Deputy Commissioner.

(1) The wholesale & retail prices per seer for Ginja will be increased by 2 annas and those for Dagusa by 1 anna in the Town and the Civil & Military Station of Bangalore, and the prices in the rest of the Bangalore District for both Ginja and Dagusa will be similarly increased by one anna, as shown below:—

Particulars	Bangalore Town & Station per seer		Remainder of the Bangalore Dt. per seer	
	Present rate	Increased rate now sanctioned	Present rate	Increased rate now sanctioned
Wholesale rate for Ginja —	8	10	8	9
Retail rate for — do —	11	13	11	12
Wholesale rate for Dagusa	3	4	3	4
Retail rate for — do —	5	6	5	6

The Head Supervisor, Central Distillery, Bangalore, will cause the existing weights to be altered so as to correspond with the rates of price above sanctioned. These rates provide for costs and profit to the Contractors at 2 3/4 annas per seer for Ganja and at one anna per seer for Charas, and for a Cost duty of 7 1/4 annas for Ganja and 3 annas for Charas - Calculated on the sales during the last year, these rates will secure to the Contractors a profit of more than Rs. 1000/- for the whole District per annum -

(b) The Contractors will be allowed to open Wholesale Shops for sale of Ganja at the Arrack Wholesale depôts and no license fee shall be charged for such shops - This will, if so licensed, enhance the sales by placing the drug within easy access of

of the retail vendors.

(C) No license fee shall be charged on account of the Ganja retail shops situated outside the limits of the Town and the Cantonment of Bangalore. This will be an inducement for the opening of fresh retail shops.

2. The Contractors request for a reduction in the minimum amount guaranteed cannot be sanctioned, nor can the fresh Claim for 25 per cent on the excess sales be admitted. The Contractors themselves are responsible for the loss complained of, for it was entirely owing to their remissness in not purchasing the drugs in the proper season. All arrangements by them should be secured at once, and they should be warned that failure in this respect will entail

Retail the withdrawal of the Concessions now sanctioned.

5. Provision will be made in the Ganja Rules shortly to be issued, for regulating the cultivation of Ganja under special Pattas and for the export under Passes pending the issue of these rules, the Deputy Commissioners & Sub-Divisional Officers are requested to warn the cultivators of Ganja that the sale of the drug to any person other than the Govt Ganja Dealer is illegal.

4. The appended forms of Wholesale & retail licenses, of accounts to be kept by retail dealers, of Permits for removal of Ganja from Govt Stores and of Diaries and accounts to be

Submitted

Submitted by Secretaries Officers are hereby prescribed for adoption. The Cost of printing the forms required by the Bankers and retail Merchants will be borne by them.

(Signed) K. Vijayendra Rao.
Secretary.

C/2
K Ghanshyam
Dewan

[redacted]

No. 870

To

The Collector of Excise
Revenue, Cash Ac.

of 14th November 94
Depd. 16th ——— 91 ———

10

Exc:

No. 1163
870.

Draft for approval
(Genl)

To be sent copies received
from Hd Qrs 4th

No. 1663/876

Office of the Resident in Mysore
Bangalore 14th November 1884.

To

9

The 1st Collector of Land Revenue
C & M Station of Bangalore.

Sir,

With reference to your letter
No. 127 dated 4th January last,
I am directed to state that
the omission in the Resident's
Pro: No. 2806/1303 of the 29th
March 1883 of your power
to fine the Gauja Contractor
for breach of any of the
conditions of the Contract
is not material as such
power is reserved for
you so far as regards
the C & M Station by
Clause XII of the
Agreement entered into
by the Contractor with
the Deputy Commissioner

The Bangalore District.

The enclosures of your letter are herewith returned.

Yours &c

W K J

Asst to the Resident

Hd Qrs

Please keep copies of the enclosures as they will be required for reference in connection with any other contract that may have to be entered into

No 1670
272.

Office of the Resident in Mysore
Bangalore 18th November 82.

To
The Dewan of Mysore.

Sir,

With reference to your letter No 31 dated 12th Inst and the Memorandum [illegible] on the subject of the Sandal contract, I am directed to state that, supposing the Contractor to accept the proposals mentioned in the draft order that accompanied your letter under reply, Mr Lyall agrees to accept them for the first and third Stations Bangalore for the term of the Contract, on the usual risk, Causing a breach down; but he is not sure that it is good policy to have higher prices in the first and third Stations than on the side

I have &c

W

Resident

No 1683 of 18th Nov 82.

Copy of No 31 of 12 Nov 82 & Copy of Letter of Endorsement and Copy of letter No 1678 of 18 Nov 82. forwarded to the Collector of the Ceded Districts for information

499

1884.

From No. 27

To

† The Dewan of Mysore
† The Collector C. & M. S
Draft

Dated 10th } November
Despatched 19th }
Received

Enclosures No. X

General No. †1670 — 1683
No. 272. 935

(General Serial No. 31.)

1895 D2647 16 MAR RESIDENT IN MYSORE

From The Director of Mysore

To The Resident in Mysore

Dated 14th March 1895

Despatched

Received 16th

Enclosures No.

General No. 53

No.

Abstract of Expenditure Contingent on the Establishment of Station Hospitals

Memorandum.

Please note that this matter stands early. Should we not send it to the G. of I. in Civil Dept. general letter, and ask them to telegraph reply about the Bolaram arrangements.

Allen

Entd. with papers 20/3/95

Subd. with note 21.3.95

No 53.

Office of the Dewan of Mysore
Bangalore 14th March 86.

To,

The Resident
in Mysore

Sir,

I have the honor to state for your information that the Ganja Contractor for the Bangalore District wishes to have his contract cancelled on the 7th April 1855 (1886?) and as the contract for the rest of the Province will expire about that time, it will be convenient that there should be one contract for the whole Province for a period of three years.

I have therefore the honor to request whether in the

ment of my arranging for such a settlement, you would wish to include in it the contract for the Civil and Military Station of Bangalore or separate it reserving it for your disposal.

I have the honor to be
Sir,
Your most obed.t Servt.

K. Sheshadriyer
Dewan

1885. vol. 24

From

Duncan.

2

To

Govt Maldives

Dated 27th March 85

Despatched

Received 28 do

Enclosures No.

General No.
No. Telegram

Letter from Secretary
in regard to Gunfire
Contract.

This file is with the Secretary
Indian. W.H.J 28/3.

Mysore. Thiruvadai.

What is being done about
this? Please submit
at once. Bruce
28/3

Labd with note.
Gll 1.4.85

TRAFFIC CODE FORM Cla.

Class P.

STATE RAILWAY TELEGRAPHS.

Local

To (Station) Bangalore

From (Station) Mysore

No.	Words.	Time tendered for transmission. (Madras time.) Day.	H.	M.
68	11.	27	18	9.

Official Instructions.—

To (Person) Resident.

From (Person) Dewan.

1 Please	2 let	3 me
4 know	5 decision	6 about
7 Ganja	8 contract.	9
10	11	12
13	14	15
16	17	18
19	23	21
22	26	24
25	29	27
28	32	30
31	35	33
34		36

Dewan 28/3

Rec'd. from _____ (L. L.) _____

at _____ H. _____ M., on the _____

by _____

date _____

Sent to _____ (L. L.) _____

At _____ H. _____ M., on the _____

By _____

_____ *Signaller in charge.*

Mysore Government Press, Bangalore,—29-9-83.—15,000.

188 April 16

From

The Assistant to the Resident
in Mysore.

To Dewan.

Dated 3rd ~~April~~ 1885

Despatched 3rd ~~April~~

Received

Enclosures No. Defined

Gneral No.

No.

Your letter 14th and telegram
27th March regarding Gauja
Contract. ~~If practicable~~
~~Have include the Contract~~
~~for the Coorg H. Station~~
~~for one year only leaving~~
~~Extension for three years~~
~~for Subsequent decision~~
Separate ar- ~~Agreement~~ ~~regarding~~
~~can be made~~ 44 for C
Station from date of term
ation of existing Contract
Kindly ~~instruct~~ ~~the~~
~~at earliest possible date~~
and notice of exact date
Early as possible. &c